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Title: **Miami-Dade, County of (Supervisory Employees Agreement) and Government Supervisors Association of Florida, Office & Professional Employees International Union (OPEIU), AFL-CIO, Local 100 (2002)**

K#: **810657**

Location: **FL**

Employer Name: **Miami-Dade, County of (Supervisory Employees Agreement)**

Union: **Government Supervisors Association of Florida, Office & Professional Employees International Union (OPEIU), AFL-CIO**

Local: **100**

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810657
1800
workdays

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MIAMI-DADE COUNTY, FLORIDA

THE PUBLIC HEALTH TRUST

AND

THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA
OPEIU, LOCAL 100 - SUPERVISORY EMPLOYEES

OCTOBER 1, 2002 - SEPTEMBER 30, 2005

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Upon ratification, the provisions of this Agreement will supersede Personnel Rules or Administrative Orders and/or other rules and regulations in conflict herewith. However, if no conflict exists, employees shall be governed in all respects by those Personnel Rules, Administrative Orders, and all other County rules and regulations. The County retains the right to establish through Administrative Order or Personnel Rules practices or procedures which do not violate the provisions of this contract.

ARTICLE 3 Recognition of Association

The County recognizes the Association as the sole and exclusive representative of the employees within the Bargaining Unit covered by this Agreement for the purpose of collective bargaining with respect to wages, hours of employment, and other terms and conditions of employment.

ARTICLE 4 Bargaining Unit

1. The Bargaining Unit covered by this Agreement, as stated in PERC Certificate Number 584, is as follows:

questions of inclusion or exclusion within the Bargaining Unit shall be settled in accordance with state law.

ARTICLE 5 Nondiscrimination

It is agreed that there shall be no discrimination against an employee covered under this Agreement by the Association or the County because of race, color, sex, creed, national origin, marital status, age, political affiliation, religion, membership in the Association, or for engaging in any lawful Association activities.

It is understood between the parties that bargaining unit employees will be covered by the provisions of County Administrative Order No. 7-37 "Unlawful Harassment".

This Article is intended solely to comply with the criteria enumerated above.

ARTICLE 6 Check Off

Upon receipt of written authorization from an employee, the County agrees to deduct the regular Association dues of such employee from his bi-weekly pay and remit such deduction to the Association within ten (10) days of the date of deduction. The Association will notify the County, in writing, at least thirty (30) days prior to any change in the amount of regular dues deduction. An employee may upon

Class grievances should attempt to name all employees and classifications covered in a grievance. Class grievances, at the option of the Association, may be submitted at Step 2 or 3 and no more than two (2) employees may meet with the intermediate supervisor or division director. Each grievance when filed shall state the alleged violation of the contract claimed, the date upon which the violation occurred (if applicable), the facts of such violation, the Article(s) of the contract violated and the remedy sought by the grievant(s).

3. Dismissals, reductions in pay, reprimands, counselling, position classifications, classification appeals, job description appeals, performance evaluation appeals, disability determinations, safety and health, and similar matters, for which other appellate procedures are provided in the Code of Miami-Dade County, Florida and/or County Personnel Rules or other provisions of this Agreement are not subject to review as grievances and are not arbitrable.

4. Grievances shall be processed in accordance with the following procedure:

Step 1: The aggrieved employee, with the Association representative, if the employee so desires, shall discuss the grievance with the immediate supervisor within seven

5. If a grievance is not processed by the Association within the time limits provided for in Steps 3 and 4, the grievance shall be considered abandoned. If the County fails to process a grievance within the time limits provided, the grievance shall automatically proceed to the next step.

Either party shall be permitted one (1) extension of time at any step as a matter of right, not to exceed the seven (7) calendar days provided above for each step, provided that the other party must be notified of the requested extension prior to the expiration of the original seven (7) day time period.

6. The parties acknowledge that, as a principle of interpretation, employees are obligated to work as directed while grievances are pending.
7. All responses required in Steps 2, 3, and 4, above shall be directed to the aggrieved employee with a copy to the Association. In class grievances, responses will be directed only to the Association.
8. This grievance procedure shall suffice as the requirement for establishment of a plan for resolving employee grievances and complaints, as required in Section 2-42 (18) of the Code of

grievances are nonarbitrable and shall not be scheduled for arbitration.

2. The Parties to this Agreement will attempt to mutually agree upon an independent arbitrator. If this cannot be done, a panel or panels will be immediately requested from the American Arbitration Association.
3. The arbitration shall be conducted under the labor rules of the American Arbitration Association. Subject to the following, the arbitrator shall have jurisdiction and authority to decide a grievance as defined and submitted in this Agreement. The arbitrator shall have no authority to change, amend, add to, subtract from, ignore, modify, nullify, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is not a grievance as defined in this Agreement and his authority shall be limited to the interpretation of the terms of this Agreement.
4. The arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing.

ARTICLE 9 Classification Appeal

1. Whenever an employee has reason to believe that he/she is misclassified, he/she may apply for a review of his/her classification, in writing, to his/her immediate supervisor. Such request, including a job description prepared by the employee and commented upon by the Department shall be forwarded to the Personnel Services Division by the employee's department within twenty (20) working days of receipt of request. Within thirty (30) calendar days of receipt of the request for reclassification, the Personnel Services Division shall render a decision in writing.
2. If the employee is not satisfied with the decision of the Personnel Services Division, he/she may, within ten (10) calendar days of receipt of the decision, request in writing, a hearing by the Employee Relations Director. At the hearing, the employee may be accompanied by a representative of their choosing and may produce any documents and evidence to support the claim for reclassification. The Association has the right to be in attendance at the appeal hearing. The Employee Relations Director will explain the basis for the decision in writing in the event the request is denied. The Employee

to the employee. Justification for the requested compensation shall be submitted by the Department Director to the Employee Relations Department's Compensation Section for their review and analysis. The decision of the Employee Relations Department shall be final and binding and will not be grievable or subject to further appeal.

ARTICLE 10 Job Description and Appeal

1. Whenever there is a proposed change in the job description or title of a class within this Bargaining Unit, the County shall discuss with the Association the proposed change in job descriptions. The Association shall receive a copy of the current job description and the proposed job description.
2. If the Association is not satisfied with the proposed change, it may, in writing, within five (5) days of the conclusion of the discussion, stated in paragraph 1 above, request a hearing before the Personnel Services Division Director. This hearing shall be held at a mutually agreeable time, within thirty (30) days.
3. It is understood by the parties, that the duties enumerated in job descriptions are not always specifically described and are

binding and not subject to any further review or appeal and is not subject to review as a grievance.

ARTICLE 11 Labor Management Committee

The Association may request a Labor Management Committee be established in each operating Department, Agency, Authority, and Trust in which members of the bargaining unit are employed.

Said Committees shall consist of members designated by the Association and of members designated by the Department Directors.

The Association membership of such Committees shall consist of Association Officers and/or persons from within the job classifications covered by this Agreement within the concerned Department and the Management members shall consist of persons within the Departments, but outside of the Bargaining Unit, as herein defined. Time off with pay, as required, shall be granted to employees designated as Committee members for attendance at Labor-Management Committee meetings.

The Labor-Management Committees will meet on an "as needed basis" whenever the Association requests the Committee to meet by making a written request to the Labor Management Director and the

cannot unilaterally implement changes which would conflict with the terms of this collective bargaining agreement.

During the second and third years of this Agreement the Association may request to convene special departmental Labor Management Committee meetings. Such written request shall be directed to the concerned Department Director with a copy to the Director of the Office of Labor Management. The purpose of these meetings will be to discuss issues of mutual concern for applicable bargaining unit employees. In the event that such discussions result in a written recommendation between the Association and the concerned Department Director, such recommendation will be submitted to the County's Employee Relations Department for review and final determination. The decision of the Employee Relations Department shall be final and binding on the Association and the concerned Department, and shall not be subject to any further appeal and will not be subject to the Florida Statute impasse provisions or the contract grievance procedure.

ARTICLE 12 Association Representatives

The Association has the right to select employees from within the Bargaining Unit, as herein defined, to act as Association Representatives. The names of Association Officers and Representatives shall be certified, in writing, to the County's Labor

Non-employee Association Business Representatives, shall be certified, in writing, by the Association to the County's Director of Labor Management. The Association agrees that activities by the Association Representatives shall be carried out in such a manner as not to disrupt normal Departmental activities, work production and services.

ARTICLE 13 Disciplinary Action

A. The County may discipline or discharge classified employees for just cause in accordance with applicable sections of the Miami-Dade County Code, Personnel Rules and Administrative Orders.

The employee should be scheduled for a private disciplinary session at which they have the right to the presence of a representative of their choosing. The employee will be given a reasonable opportunity (no less than 48 hours) to obtain a representative. The parties agree to conduct disciplinary action sessions in a professional manner. These sessions are intended to provide the employee with an explanation of the charges and notice that disciplinary action is being considered. Any questions which the employee may have should be answered. The response of the employee, including their own explanation of the incident or mitigating circumstances shall be noted. The employee must be allowed the opportunity if desired to respond orally or in writing to

B. The concerned Department may elect to relieve an employee from duty pending the completion of an investigation or other administrative action. The employee in such cases may be subject to any of the following conditions:

- (1) Emergency suspension in accordance with the provisions of Miami-Dade County Administrative Order #7-3.
- (2) Relief from Duty with pay pending appropriate administrative action.
- (3) Temporary reassignment of duties or transfer to another position within the department pending appropriate administrative action.
- (4) Transferred to another position in lieu of or in conjunction with appropriate disciplinary action.
- (5) Should disciplinary action be taken against an employee, the period of time an employee is relieved of duty without pay may be included in the final disciplinary action at the concerned department's discretion.

The aforementioned actions shall not be applicable to automatic suspensions imposed in accordance with the provisions of Section

maintaining the Hearing panel of qualified Hearing Examiners and the Hearing Examiner Procedure Manual to be utilized in disciplinary appeal hearings conducted in accordance with Section 2-47 of the Code of Miami-Dade County.

The County Employee Relations Director shall make available to the Association upon request, the panel of Hearing Examiners. The Association may challenge for just cause, the utilization of a specific Hearing Examiner. The Employee Relations Director shall review the Association's request and render a final and binding decision. Nothing contained herein shall otherwise modify or restrict the Employee Relations Director's authority to administer the disciplinary appeal hearing system.

F. The parties shall not initiate any ex parte communications with either the Hearing Examiner or the County Manager for the purpose of influencing the final appeal decision. The Hearing Examiner's recommendation and the County Manager's final decision is to be based upon the entire record of the appeal hearing. -

G. The provisions of this Article are not applicable to exempt, probationary, part-time or other non-permanent employees.

H. The Association will have the option on behalf of a permanent status bargaining unit employee, to appeal the disciplinary actions

facilitate communication between supervisors and employees, and to provide timely and accurate information which may be used in making of personnel decisions related to employee performance.

2. The permanent employee who has received an overall evaluation of "unsatisfactory" or "needs improvement," may appeal by first requesting a review of the Performance Evaluation by the Department Director or his designee within ten (10) calendar days. The Director may recommend changes or alterations, or return the Evaluation unchanged to the employee. If the decision of the Director is not acceptable to the employee, the employee may continue the appeal within ten (10) calendar days after receipt of the Director's decision by making a request in writing to the Employee Relations Director.
3. The Employee Relations Director will appoint a three person management level panel, none of whom shall be from the appealing party's department, to act as an informal fact-finding committee. Only the employee, the rater, and the reviewer will be heard, separately, by the panel. A representative of the employee's choosing may accompany the employee. The affected department has the right to have a representative present throughout the entire appeal hearing. The hearing shall be informal, a transcript is not to be kept and there will be no cross-examination. The employee

Bargaining unit employees whose position is retitled, with no increase in pay, will not be required to serve a new probationary period.

ARTICLE 16 Transfers Within A Department

Employees may be transferred at the sole discretion of the County within a department. Such transfers may be in lieu of or in conjunction with disciplinary action.

The departments will attempt to provide the transferred employee with a ten (10) calendar days notice except for reasons of operational necessity as determined solely by the Department. The failure to provide such notice shall not preclude the Department from effecting the transfer.

An employee may submit a written request to their Department Director for consideration of a transfer to an open position in their current classification. The decision of the Department Director shall be final and binding.

ARTICLE 17 Layoffs, Recall and Reemployment Rights

Layoff, defined, is the separation of an employee for lack of work or funds as determined by the County, or due to the reduction in

their proficiency to perform the essential functions of the new position within a reasonable period of time, not to exceed thirteen (13) pay periods, as determined by the concerned department director and approved by the Employee Relations Department. It is understood that employees bumping into a Department as a result of a layoff related action will receive appropriate orientation and training as determined necessary by the concerned Department.

Employees failing to satisfactorily demonstrate their proficiency in performing the essential functions of their new position will be allowed to continue to exercise their classified service rights, in accordance with the provisions of the County's Layoff Procedures Manual.

In the event of a lay-off, County employees cannot bump Public Health Trust employees nor be guaranteed placement in vacant positions at the Public Health Trust and Public Health Trust employees cannot bump County employees nor be guaranteed placement in vacant positions in the County.

Employees who have been laid-off shall be reemployed in the reverse order from which they were laid-off. Any sick leave that was forfeited at the time of layoff shall be restored at the time of rehire.

An employee who is specifically authorized and assigned by the Department Director or their designee to temporarily assume the duties of a higher pay status classification for five (5) consecutive work days will receive a one (1) pay step increase for all consecutive hours worked in the higher classification.

ARTICLE 19 Sick Leave

1. The sick leave policy as stated in the Personnel Rules and Leave Manual shall remain in force and effect unless modified by this collective bargaining agreement.
2. Full-time employees shall earn ninety-six (96) hours of sick leave per year in accordance with the Leave Manual.
3. The portion of a full-time employee's first six (6) days that are unused at the end of the employee's leave year shall be added to the employee's annual leave; the balance shall be deposited in the employee's sick bank. -

Employees who retire or resign from County service will be eligible to receive payment for up to a maximum of 1,000 hours of accrued unused sick leave at the employees current rate of pay at time of separation, excluding any shift differential, prorated in accordance with the following schedule:

ARTICLE 20 Annual Leave

1. The current Annual Leave Policy as stated in the Personnel Rules and Leave Manual shall remain in force and effect.
2. In order to recognize longevity of service, persons with six (6) or more years continuous full-time County service have the following additions to their annual leave:

After six (6) years	Eight (8) hours
After seven (7) years	Sixteen (16) hours
After eight (8) years	Twenty-four (24) hours
After nine (9) years	Thirty-two (32) hours
After ten (10) years	Forty (40) hours
After sixteen (16) years	Forty-eight (48) hours
After seventeen (17) years	Fifty-six (56) hours
After eighteen (18) years	Sixty-four (64) hours
After nineteen (19) years	Seventy-two (72) hours
After twenty (20) years	Eighty (80) hours

3. Employees may accrue annual leave up to a maximum of 500 hours.
4. The County shall notify employees that they are reaching the maximum amount of allowable annual leave accumulation. The employees shall then be allowed to reduce their annual leave to avoid the loss of excess accumulation of such leave.

Other than emergencies, employees eligible for these emergency leave benefits shall obtain advance approval from an appropriate level supervisor prior to using emergency sick leave.

Regular part-time employees are not eligible for emergency funeral leave or emergency sick leave.

ARTICLE 22 Disability Leave

Eligible bargaining unit employees shall be entitled to short-term disability leave benefits in accordance with coverage provided by the Miami-Dade County Code except that payment for disability leave for all bargaining unit employees hired after May 1, 1979 shall be 80% of employee's salary less all Worker's Compensation weekly indemnity payments.

ARTICLE 23 Military Leave

The County is governed by Federal and State law concerning military leave and all employees represented by this contract shall receive the benefits of such laws. Time served by employees on Military Active Duty Leave will be credited toward merit increases, longevity annual leave, longevity bonus, layoff retention rights, and seniority credit for promotional examinations.

Department Director and the Director of Labor Management for the County and the Public Health Trust. The employee shall give reasonable notice to their supervisor. Such time spent at Collective Bargaining negotiations will be considered as time worked.

2. Employees designated by the Union to attend Union functions. The total amount of time granted to all employees cumulatively seeking leave under this provision shall not exceed ten (10) working days in any contract year.
3. Administrative Leave shall be granted to employees to take County and Public Health Trust Civil Service exams and to appear for job interviews in connection therewith.
4. The Association President and First Vice President will be released from duty with pay to administer this Agreement.

ARTICLE 26 Leave Of Absence Without Pay

The Department Director may grant a leave of absence to an employee with permanent status for a period not to exceed one (1) year.

following the Birthday Holiday. If an emergency situation, as determined by the Department Director, requires an employee to work on his/her birthday, the Birthday Holiday may be delayed for up to six (6) months and another day of the employee's choice, approved by the Department, shall be designated. This Birthday Holiday must be used within six (6) months from the date of the birthday and is not compensable.

4. Regarding the Floating Holiday, the Department may require as much as two (2) weeks prior notice. The actual day to be used is subject to the mutual convenience of the employee and the Department.

Only full-time employees with more than nine (9) pay periods of County service are eligible for this holiday. This holiday is not compensable and must be used during the Fiscal Year and cannot be transferred from one fiscal year to the next.

5. Christmas Eve and New Year's Eve shall not be considered as holidays and they shall be treated as normal work days in all respects during the term of this Agreement.
6. Holidays falling on Saturdays are normally observed on the preceding Friday. Holidays falling on Sunday are normally observed on the following Monday. In such cases, the day on

4. Holiday Leave shall be credited to job basis employees on an hour for hour basis, to a maximum of eight (8) hours per holiday. Holiday Leave shall be credited to non-job basis employees as outlined in Sections 5, 6, and 7 of this Article. Non-job basis employees shall have the option at the time Holiday Leave is earned of either being paid or accruing Holiday Leave.
5. Non job-basis employees who work on a holiday which falls on a regularly scheduled day off shall receive twelve (12) hours Holiday Leave and time and one-half (1 1/2) for all hours worked in excess of forty (40) during that week. An employee required to work under these circumstances will be paid for at least four (4) hours regardless of the actual hours worked.
6. When a holiday falls on a regularly scheduled day off and the employee does not work he/she shall receive eight (8) hours Holiday Leave.
7. When a holiday falls on an employee's regularly scheduled work day, and he/she is required to work on that day, in addition to his/her regular day's pay, shall receive Holiday Leave or straight time pay on an hour for hour basis, with a minimum guarantee of four (4) hours regardless of the number of hours actually worked.

work shift shall receive one-half (1/2) hour off with pay for a meal break.

4. The parties agree that assignments and authorization of overtime work shall rest solely with the Department.
5. This article is intended to be construed only as a basis for calculation of overtime and shall not be construed as guarantee of hours of work per day or per week.
6. Job basis employees shall not be eligible for overtime compensation.

ARTICLE 30 Work Scheduling

1. The standard work week commences at 12:01 a.m. each Monday and ends at 12:00 p.m. midnight of the following Sunday except for employees of the Human Resource Department and Public Health Trust where the standard work week commences at 12:01 a.m. each Sunday and ends at 12:00 p.m. midnight the following Saturday.
2. The standard number of working hours for full-time employees during any standard work week will normally be forty (40) hours unless otherwise specified in the Pay Plan for County Service.

meeting, the Association may request a review of new split shift schedules by a representative of the County Manager's office whose decision shall be final and binding and not subject to review as a grievance. Following this review, nothing contained herein shall prevent the County from implementing such work schedules.

7. Employees required to attend jury duty on their regular days off may request that their work schedule be reviewed for possible adjustment to provide different days. The concerned department may consider such schedule changes when operationally feasible. The Department's decision is final.

ARTICLE 31 Emergency Action

The County possesses the authority to take emergency action as determined necessary to carry out services and adjust operational requirements during an emergency as determined by the County Manager or the President of the Public Health Trust or their authorized representative.

ARTICLE 32 Entrance Pay Rates

For all employees hired into the County Service or Public Health Trust on or after November 1, 1991, the entrance pay rate for all

Second Year 2003-2004

Effective the beginning of the first pay period in July, 2004, all employees in bargaining unit classifications shall receive a four percent (4%) wage increase. This wage increase shall not apply to employees whose pay rates are over maximum (red circled).

Third Year 2004-2005

Effective the beginning of the first pay period in July, 2005, all employees in bargaining unit classifications shall receive a three percent (3%) wage increase. This wage increase shall not apply to employees whose pay rates are over maximum (red circled).

ARTICLE 34 Back Pay

The County is entitled to recover, in a timely manner, funds determined by the County to have previously been paid in error to an employee. The County shall have the right to effect such recovery of funds through a stipulated biweekly paycheck deduction, at a biweekly rate equal to the biweekly rate of the erroneous payment, or at the minimum rate of fifty (\$50) dollars per pay period, whichever is greater unless otherwise mutually agreed to by the County and employee. The specific recovery rate shall be determined through an

6:00 p.m. and 6:00 a.m. shall be entitled to receive a differential of two (2) pay steps for the entire work shift. Employees assigned to daytime shifts, who work on an overtime basis into the time period stated above, will receive the standard time and one-half overtime rate in accordance with Article 29, but not the night shift premium rate. Employees assigned to work shifts which are equally divided before and after 6:00 p.m. will be entitled to receive a pay differential of one (1) pay step for the entire work shift.

Night shift pay differential is a "plus item" and not to be construed as part of base pay for purpose of terminal paid leave and payment of compensatory time or holiday leave upon separation from County service.

ARTICLE 36 Time In Grade Provision

Employees may receive additional pay step increments for continuous service in the same classification based upon eligibility set forth in County or Public Health Trust Administrative Orders. Eligibility calculations for service in grade requirements are based on County service after October 1, 1957, as described below.

1. Advancement to the first "Time in Grade" step may be made after completing of five (5) consecutive years service at

regulations and procedures pertaining thereto prescribed by the employer and the qualified Health Maintenance Organization.

The parties agree that bargaining unit employees will be offered the opportunity to participate in the County's Flexible Benefits Program pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the employer and the Internal Revenue Code. The County shall advise the Association of new developments in flexible benefit programs offered to bargaining unit employees. The Association will be given the opportunity to provide written endorsement of this program to bargaining unit employees.

1. The County's Group Health Insurance will be a Point of Service/Managed Health Care Group Insurance Plan.

2. The County will provide a \$5.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the JMH Health Plan HMO or the individual practice association model HMO currently administered by AV-MED.

3. The County will provide a \$10.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the group/staff model HMO.

Non job-basis employees who are not required by the Department to actually work the entire four (4) hour guarantee time period and are subsequently recalled during this initial four (4) hour period shall not receive an additional guarantee of four (4) hours pay.

The provisions of this article shall not apply to employees scheduled for overtime work twenty-four (24) hours in advance of the work assignment. In such instances employees will be paid the appropriate rate of pay for actual hours worked with no minimum guarantee.

ARTICLE 39 Job Basis

All "job basis" position classifications shall be determined solely by the Personnel Services Division of the Employee Relations Department and shall be designated as such with a plus (+) in the Miami-Dade County Pay Plan. Employees serving in these positions are required to work varying schedules as necessary to accomplish the required work as determined by the Department.

The normal number of work hours will be forty (40) per week, however, if more than forty (40) hours of work in a week is required, overtime compensation provisions shall not apply.

administrative leave. Such leave must be utilized during the first year of this Agreement.

Second Year 2003-2004

Bargaining unit employees in job basis classifications who are assigned to work a minimum of 32 hours in excess of their normal schedule during the second year of this Agreement (October 1, 2003 through September 30, 2004) will be eligible to receive 16 hours of administrative leave. Such leave must be utilized during the second year of this Agreement.

Third Year 2004-2005

Bargaining unit employees in job basis classifications who are assigned to work a minimum of 32 hours in excess of their normal schedule during the third year of this Agreement (October 1, 2004 through September 30, 2005) will be eligible to receive 16 hours of administrative leave. Such leave must be utilized during the third year of this Agreement.

<u>Years of Completed Full-time Continuous County Service</u>	<u>Percentage Payment of Base Salary</u>
15	1.5%
16	1.6%
17	1.7%
18	1.8%
19	1.9%
20	2.0%
21	2.1%
22	2.2%
23	2.3%
24	2.4%
25	2.5%
26	2.6%
27	2.7%
28	2.8%
29	2.9%
30 or more	3.0%

ARTICLE 42 Mileage Payment

When it is necessary for an employee to use his private vehicle to enable him to perform assigned duties on County business, he shall be reimbursed in accordance with Administrative Order No. 6-3.

ARTICLE 43 Safe Driver Awards

Employees in bargaining unit classifications who spend more than 50% of their work time driving County vehicles will be eligible to receive Safe Driving Awards. For each year that the employee completes without a preventable accident, the employee shall receive a pin stating the number of consecutive years of safe driving. After the employee has completed five (5) consecutive years without a

ARTICLE 46 Pay Advances

An employee in this unit may request his/her annual leave pay check in advance of any scheduled annual leave by submitting a request to their supervisor at least two (2) pay period prior to leaving on annual leave.

ARTICLE 47 Pharmacy Discounts

Public Health Trust employees in the bargaining unit may purchase hospital formulary drugs from the Trust's Outpatient Pharmacy during its regular operating hours. The charges to employees in this bargaining unit will be consistent with the current charges paid by other Trust employees.

ARTICLE 48 Services To The Association

The County agrees to furnish the Association once a year one copy of the following for employees in the Bargaining Unit:

1. Names, addresses, and classification titles.
2. List of employees by occupation.

administered under the County's physical examination contract or by the Public Health Trust. The County shall determine and give notification to the Association and affected employees of the classifications to be given examinations. The County shall attempt to provide at least two weeks advance notice to affected employees. Failure to provide such advance notification shall not preclude the County from requiring the employee to complete the examination.

ARTICLE 50 Management Rights and Scope Of This Agreement

1. The Association recognizes that management possesses the sole right, duty and responsibility to operate and manage the County and direct the work force, and the rights, authority, and discretion which the County deems necessary to carry out its responsibilities and missions shall be exercised consistently with these terms. Any term and condition of employment other than wages and benefits not specifically established or modified by the Agreement shall remain solely within the discretion of the County to modify, establish or eliminate.
2. The County reserves the right and authority to establish, implement, revise or modify policies, procedures, and all other rules and regulation, including but not limited to, Administrative Orders, Personnel Rules, Pay Plan, and Department

Miami-Dade County Code, Personnel Rules and Administrative Order;

- f. The right to make rules and regulations;
 - g. Schedule operations and shifts;
 - h. Introduce new or improved methods, operations and facilities;
 - i. Hire, examine, classify, promote, train, transfer and assign employees;
 - j. Schedule and assign overtime work as required;
 - k. Contract out for goods or services;
 - l. Determine the utilization of technology;
 - m. Such other rights, normally consistent with management's duty and responsibility for operation of County services;
4. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties

program shall not preclude discipline for the employee should job performance or employee conduct issues arise.

It is further understood by the parties that the aforementioned authority to require that employees submit to such testing be approved by a Division Director, or higher authority within the Department to ensure proper compliance with the terms of this Article. An employee who is to be tested in accordance with the provision of this article, will be permitted to make a phone call to the Association. This phone call shall not prevent, inhibit, or unreasonably delay the testing of such employee.

The results of such test or the employees' refusal to submit to toxicology or alcohol testing as provided for in this article, can result in appropriate disciplinary action in accordance with the applicable provision of the County Code, the Miami-Dade County Personnel Rules, Departmental Rules and Regulations and this Collective Bargaining Agreement.

The parties agree that toxicology and alcohol testing are an acceptable part of regularly scheduled County required physical examinations.

If the Urban Mass Transportation Administration (UMTA) promulgates rules and regulations regarding toxicology testing that

paid or unpaid Compulsory Leave in accordance with the provisions of the Miami-Dade County Leave Manual until such time as the Department is satisfied that the employee can return to work. The Department may require the employee or attending physician to furnish additional pertinent medical reports or information deemed necessary while the employee is on Compulsory Leave. The period of Compulsory Leave shall not exceed one (1) year. Should the condition be corrected and so certified by the attending physician or psychologist, the employee may petition the Department for reinstatement. If the employee's petition for reinstatement is denied by the Department, disciplinary action must be initiated by the Department in accordance with the Miami-Dade County Personnel Rules. Nothing in the provision of this article shall prevent the concerned Department from administering appropriate disciplinary action in accordance with the Miami-Dade County Personnel Rules and this Collective Bargaining Agreement.

ARTICLE 53 Complete Agreement And Waiver Of Bargaining

It is agreed and understood that this Agreement constitutes the complete understanding between the parties, terminating all prior agreements and Memoranda of Understanding and concluding all collective bargaining during its term, except as otherwise specifically provided in the article Term of Agreement with respect to any subject or matter referred to or covered in this Agreement, or

ARTICLE 56 Special Wage Provisions

1. NIASE Allowance - Employees in the job classification of Heavy Equipment Mechanic Supervisor will be eligible to receive additional compensation who attain and maintain certifications through the National Institute of Automotive Service Excellence. Eligible employees who are authorized and approved in accordance with Departmental Rules and Regulations, established and maintained by the Departments governing this program will receive compensation for attaining and maintaining NIASE certification in accordance with the following schedule:

<u>OCC CODE</u>	<u>CLASSIFICATION</u>	<u>\$ AVAILABLE NIASE EXAMS</u>	<u>\$ AMT PER EXAM</u>	<u>TOTAL MAX COMPENSATION</u>
6116	Hvy Equip. Mech Supv	8 x	\$50.00 =	\$400.00

Payment for this certification will be at the end of the County fiscal year. Such payment will be prorated for only those pay periods that the employee qualified for the examination and held the certification. The maximum compensation an employee is eligible for under this program will be \$400 per year. This payment shall not be considered part of an employee's base pay.

ARTICLE 58 Strikes And Lockouts

There will be no strikes, work stoppages, sick-outs, picketing while working, slowdowns or other concerted failure or refusal to perform assigned work by the employees or the Association, and there will be no lockouts by the County for the duration of this Agreement. The Association guarantees to support the County fully in maintaining operations in every way.

Any employee who participates in or promotes a strike, work stoppage, picket line while working, slowdown, sick-out or concerted failure or refusal to perform assigned work may be discharged or otherwise disciplined by the County.

It is recognized by the parties that the County is responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of this Article would give rise to irreparable damage to the County and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the County shall be entitled to seek and obtain immediate injunctive relief and all other relief as provided by the law. In the event of a strike, work stoppage or interference with the operation and accomplishment of the mission of the County, the Association shall promptly and publicly order the

concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 2005. If neither party shall submit such written notice during the indicated period, this Agreement shall be automatically renewed for the period of October 1, 2005 through September 30, 2006.

APPENDIX A

OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

Building Management Superintendent (6471)
Building South Dade Office Supervisor (2216)
Business Relocation Supervisor
Bus Traffic Controller (8110)
C&R Facilities Superintendent (4559)
C&R Food Service Supervisor 1 (4529)
C&R Property Manager (4565)
Carpenter Supervisor (6509)
Cashier 3 (0303)
Chief Building Inspector (2119)
Chief Electrical Inspector
Chief Enforcement Officer (2248)
Chief Rail Vehicle Supervisor
Chief Forensic Technician
Chief Supervisor Guideway Inspection
Chief Supervisor Rail Structure Maintenance
Chief Supervisor Rail Vehicle Repair (8169)
Chief Supervisor Inspection & Repair
Chief Supervisor Metromover Maintenance
Chief Supervisor Rail Shop Maintenance
Chief Supervisor Rail Track Maintenance
Chief Supervisor Train Control/Traction Power
Chief Treatment Plant Operator (5557)
Claims Supervisor (1918)
Clerk 3 (0012)
Clerk 4 (0013)
Computer Operator Supply Supervisor II
Computer Operations Supervisor (1821)
Computer Operations Support Supervisor 2 (1804)
Computer Supervisor 1
Computer Supervisor 2
Computer Technician 2 (1827)
Computer Technician Supervisor (1830)
Construction Manager 1 (6610)
Construction Manager 2 (6611)
Construction & Renovation Supervisor 1 (6426)
Construction & Renovation Supervisor 2 (6427)
Construction Superintendent (6455)

Continued...

APPENDIX A (Continued)

OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

Environmental Assistant Supervisor
Environmental Code Enforcement Officer 3 (1549)
Environmental Coordinator
Environmental Crew Chief
Environmental Supervisor
Family Relocation Supervisor (3513)
Fire Alarm Bureau Manager (4126)
Fire Communications Officer (4124)
Fire Rescue Warehouse Supervisor
Fire Safety Specialist 2 (4135)
Fleet Inventory & Contract Supervisor
Fleet Management Facility Supervisor 1 (6124)
Fleet Management Facility Supervisor 2
Food Service Coordinator (3731)
Food Service Manager (6090)
Food Service Supervisor 1 (6083)
Food Service Supervisor 2 (6084)
Foster Grandparent Coordinator (3752)
Foster Grandparent Supervisor (3751)
General Aviation Airport Supervisor (5218)
Golf Course Manager (7352)
Graphics Supervisor (0269)
GSA Signage Supervisor (6477)
GSA Warehouse Store Supervisor
Heavy Equipment Mechanic Supervisor (6116)
Home Care Assistant Supervisor (3212)
Home Management Supervisor
Housing Inspector 2 (2156)
HVAC Superintendent (8535)
Hydrogeologist 3 (1522)
Information Officer (2307)
Interior Design Specialist (6481)
Interior Design Technician 2
Investigative Specialist 2
Ironworker Supervisor (6523)
ITD Infrastructure Systems Manager (1748)
JAC Diversion Supervisor/Juvenile Assessment Center (4344)
Job Training Program Administrator (3891)
Key Data Supervisor 1 (1630)
Key Data Supervisor 2
Labor Supervisor 1 (6040)
Labor Supervisor 2 (6041)
Labor Supervisor 3 (6042)

Continued...

APPENDIX A

OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

Occupational Health & Safety Supervisor (4154)
Office Support Specialist 3 (0022)
Office Systems Supervisor (1704)
Painter Supervisor (6518)
Paratransit Operations Supervisor (8296)
Park & Recreation Manager 1 (7320)
Park & Recreation Manager 2 (7321)
Park & Recreation Manager 3 (7322)
Parks Signs/Graphics Supervisor (7278)
Parking Lot Attendant Supervisor (6029)
PDR So.Dade Office Supervisor (2216)
Personnel-Payroll & Systems Supervisor (0467)
Pipefitter Supervisor (5541)
Planning & Evaluation Coordinator
Plasterer Supervisor (6526)
Plumber Supervisor (6528)
Plumbing Field Unit Supervisor (2139)
Police Computerized Report Supervisor (4350)
Police Planner 2 (4275)
Police Record Section Supervisor 1 (4316)
Police Records Specialist 2 (4313)
Police Records Specialist 3 (4314)
Pollution Control Inspector 2 (1535)
Principal Planner (1809)
Procurement Supervisor (0285)
Programmer 3 (1664)
Property Appraiser Supervisor 1 (0140)
Property Appraiser Supervisor 2 (0141)
Property Room Supervisor (4516)
Public Facilities Manager 1 (7310)
Public Facilities Manager 2 (7311)
Public Facilities Manager 3 (7312)
Public Facilities Manager 4 (7313)
Public Housing Maintenance Supervisor (6467)
Public Works Supervisor 1 (6046)
Public Works Supervisor 2 (6047)
Public Works Supervisor 3 (6048)
Rail Communications Supervisor (8176)
Rail Electronic Laboratory Supervisor (8191)
Rail Station Monitor (8212)
Rail Structure & Track Supervisor (8180)
Rail Supervisor (8163)

Continued...

APPENDIX A (Continued)

OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

Team Metro Neighborhood Compliance Supervisor (2718)
Technical Support Analyst (1860)
Technical Training Specialist 3 (1864)
Telecommunications Manager (1735)
Telecommunications Supervisor (1734)
Telecommunications Support Services Manager
Tenant Selection Supervisor 1 (3426)
Terminal Operations Supervisor (5206)
Toll Collector 2
Tourism Photo Editor
Track Shop Supervisor (8183)
Traction Power Supervisor (8171)
Traffic Analyst 3 (1092)
Traffic Maintenance Supervisor 1 (1245)
Traffic Maintenance Supervisor 2 (1246)
Traffic Maintenance Supervisor 3 (1247)
Traffic Signal Technician Supervisor (1239)
Train Control Supervisor (8173)
Transit Dispatcher (8104)
Transit Facilities Production Coordinator (8315)
Transit Facilities Superintendent (8136)
Transit Facilities Supervisor (8135)
Transit Information Supervisor 1 (8157)
Transit Instructor (8106)
Transit Maintenance Production Coordinator (8132)
Transit Operations Supervisor (8108)
Transit Purchasing & Stores Supervisor (8120)
Transit Radio Repair Supervisor (8143)
Transit Revenue Collections Supervisor 1 (8220)
Transit Revenue Collections Supervisor 2 (8222)
Transit Revenue Processing Supervisor 1 (8216)
Transit Revenue Processing Supervisor 2 (8218)
Transit Schedule Maker 1 (8112)
Transit Service Center Agent (8152)
Transit Shop Supervisor (8130)
Transit Starter (8101)
Transit Supervisor (8102)
Transit Yard Supervisor (8133)


Continued...

→ PUBLIC HEALTH TRUST CLASSIFICATIONS

<u>PUBLIC HEALTH TRUST</u> <u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
Anesthesia Technologist Supervisor	(869)
Biomedical Equipment Technician 2	(402)
Cardiology Technician 2	(392)
Carpenter Foreman	(821)
Central Service Assistant Supervisor	(685)
Central Service Supervisor	(647)
Central Supply Supervisor	
Chief Autopsy Technician	(337)
Construction Manager 1	(846)
Duplicating Supervisor	(646)
Electrician Foreman	(824)
Environmental Assistant Supervisor	(763)
Environmental Coordinator	(645)
Environmental Crew Chief	(761)
Environmental Supervisor	(643)
Health Services Supervisor	(678)
Hospital Eligibility Specialist 2	(642)
Hospital Maintenance Superintendent	(819)
Hospital Procurement Coordinator	
Hospital Refuse Supervisor	(695)
Hospital Services Supervisor 1	(651)
Hospital Services Supervisor 2	(652)
Hospital Services Supervisor 3	(653)
Laundry Assistant Supervisor	(781)
Laundry Supervisor	(783)
Maintenance Foreman	(816)
Material Assistant Supervisor	(644)
Material Supervisor	(648)
Mechanic Foreman	(817)
Medical Secretary 3	(033)
Nutrition Assistant Supervisor	(721)
Nutrition Supervisor	(722)
Painter Foreman	(829)
Plumber Foreman	(842)
Procurement Coordinator	(655)
Radiologic Technologist 3	(343)
Refrigeration Mechanic Foreman	(845)
Respiratory Therapy Supervisor	(415)
Storekeeper	(048)
Transport Service Supervisor	(693)

This Agreement signed this 4th day of June 2002.

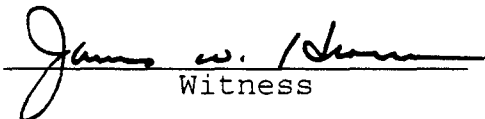
For The Government
For Miami-Dade
Supervisors Association
OPEIU, Local 100-Supervisory



President



Witness



Witness



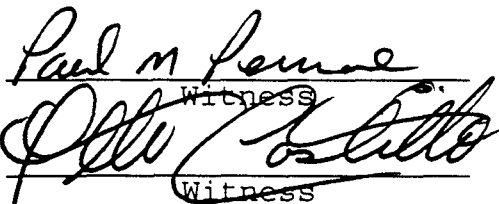
Witness



Witness



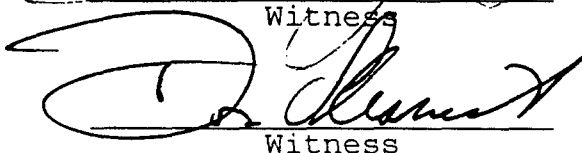
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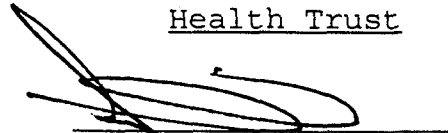


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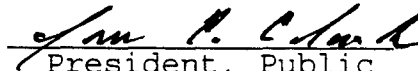


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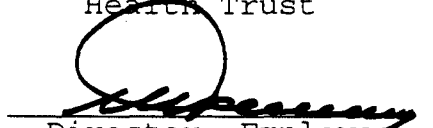
Miami-Dade County
and the Public
Health Trust



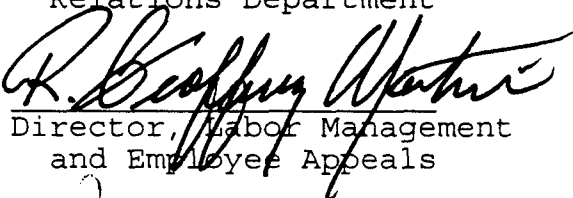
County Manager



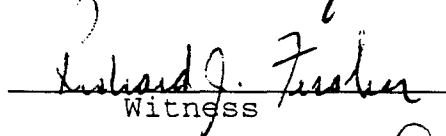
President, Public
Health Trust



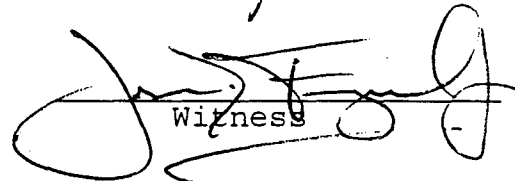
Director, Employee
Relations Department



Director, Labor Management
and Employee Appeals



Witness



Witness

Witness

Witness

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STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I, HARVEY RUVIN, Clerk of the Circuit Court in and for Miami-Dade County,
Florida and Ex-Officio Clerk of the Board of County Commissioners of Said County,
Do Hereby Certify that the above and foregoing is a true and correct copy of
Resolution No. R-594-02 adopted by said board of County Commissioners
at its meeting held on June 4, 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on
this 18 day of June, A.D. 2002.

HARVEY RUVIN, Clerk
Board of County Commissioners
Dade County, Florida



By *[Signature]*
Deputy Clerk

Board of County Commissioners
Miami-Dade County, Florida